



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF



January 29, 2019

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

46 February 5, 2019

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF A MEMORANDUM OF AGREEMENT FOR PARTICIPATION IN  
THE ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES TASK FORCE  
AND AN APPROPRIATION ADJUSTMENT  
(ALL DISTRICTS) (4 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a Memorandum of Agreement (Agreement) for reimbursement of overtime salary costs for continued participation in the Alcohol, Tobacco, Firearms, and Explosives Task Force Program (ATF Task Force Program) funded by the United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF), and approval of an Appropriation Adjustment.

Federal Agency – ATF  
Funding Amount – up to \$110,000  
CFDA Number – None  
Term – 10/01/18 – 09/30/19

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached Agreement with ATF, commencing upon execution by both parties and terminating on September 30, 2023, for participation in the ATF Task

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

*A Tradition of Service*  
— Since 1850 —

Force Program. Overtime salary costs and other Department costs associated with the ATF Task Force Program shall be reimbursed by ATF.

2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all amendments and modifications to the Agreement, as necessary, for the effective participation in the ATF Task Force Program.
3. Approve an appropriation adjustment to increase the Department's Detective Division Services Budget Unit in the amount of \$110,000 (Salaries and Employee Benefits – Overtime) for Fiscal Year (FY) 2018-19 to be fully offset with funds received from the ATF.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the Agreement is to renew the Department's participation in the ATF Task Force Program effective upon execution by both parties through September 30, 2023. The last Agreement was approved by the Board on October 8, 2013, and expired on September 30, 2018.

The outlaw motorcycle gangs are heavily involved in the production, transportation, and sale of methamphetamine, theft of vehicles, operating chop shops, money laundering, conspiracies involving motorcycle shops, tattoo parlors, bars, and weapons trafficking. They are a criminal enterprise whose other activities range from prostitution, extortion, to assault and murder. Their connections extend across the world with groups like the Hells Angels who have chapters in 21 different countries. The Department seeks to enter into the attached Agreement for participation on an ATF supervised, multi-jurisdictional and multi-agency task force that investigates, arrests, and prosecutes members of the outlaw motorcycle gangs. Task force members work full-time on national complex investigations with local County ties.

The Department will provide full-time detectives for participation on this task force. While the County pays the regular salary and benefits of the detectives assigned to the task force, ATF reimburses the County for any overtime incurred by the detectives involved in a task force investigation. Task force membership exposes the task force members to a network of contacts of international proportions enabling the coordination of operations nationally and internationally with other federal, state, and local law enforcement agencies. Task force members have the ability to utilize the resources of ATF, such as additional manpower in the United States, high-tech surveillance equipment, funding for travel, and sophisticated wiretap investigations which on their own may be very costly.

### **Implementation of Strategic Plan Goals**

This Agreement relates to the Los Angeles County's Strategic Plan, Goal 3 – Operational Effectiveness/Fiscal Sustainability. This Agreement leverages resources from the Department and DEA to enhance public safety. This Agreement will provide revenue reimbursement to the Department for overtime costs and other costs incurred by members of the ATF Task Force Program.

### **FISCAL IMPACT/FINANCING**

As required by the Agreement, the Department will recover any overtime salary costs and other costs with prior ATF approval; including, but not limited to, travel, fuel, training, and equipment directly related to work performed for the purpose of conducting an official investigation as part of the ATF Task Force Program. It is anticipated that the ATF will pay federal funds up to \$110,000 annually to defray the Department's costs associated with the ATF Task Force Program. Invoices for the payment of expenses will be submitted on appropriate forms provided by the ATF. Requests for reimbursable payments and appropriate documentation will be submitted to the ATF on the 10th of the month following the month that the Department is seeking reimbursement.

Approval of the attached Appropriation Adjustment to increase the Department's Detective Division Services Budget Unit in the amount of \$110,000 (Salaries and Employee Benefits – Overtime) fully offset with the funds to be received from the ATF will adjust the Department's current year budgeted appropriation as needed. As part of the FY 2019-20 County budget process the Department will submit a request for Board approval to formally adjust, as necessary, the Department's base Salaries and Employee Benefits, Overtime budgeted appropriation as well as the Department's budgeted revenue appropriation to support the needs of the ATF Task Force Program.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of the Agreement commences upon execution by both parties and terminates on September 30, 2023. Either party may terminate the Agreement by giving 60 calendar days advance written notice to the other party.

Personnel assigned by the Department to the task force will assist in investigations, strategic initiatives, and prosecutions.

Board approval is required for this Agreement as the amount of the Agreement exceeds the authority previously delegated by the Board to the Sheriff on May 16, 2000. County Counsel has approved the attached Agreement as to form.

The Honorable Board of Supervisors  
January 29, 2019  
Page 4

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no impact to current services. The Department will continue to provide the personnel and resources required for participation in the ATF Task Force Program.

**CONCLUSION**

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

A handwritten signature in black ink, appearing to read 'RAY LEYVA', with a long horizontal flourish extending to the right.

RAY LEYVA  
EXECUTIVE OFFICER

October 16, 2018  
DEPT NO: 770

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF SHERIFF

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFOR****FY 2018-19****4 - VOTES****SOURCES****USES**

SHERIFF - DETECTIVE SERVICES  
A01-SH-90-9001-15681-15683  
FEDERAL-OTHER  
**INCREASE REVENUE**

**110,000**

SHERIFF - DETECTIVE SERVICES  
A01-SH-1000-15681-15683  
SALARIES & EMPLOYEE BENEFITS  
**INCREASE APPROPRIATION**

**110,000****SOURCES TOTAL****\$ 110,000****USES TOTAL****\$ 110,000****JUSTIFICATION**

This adjustment reflects an increase in appropriation to fund overtime salary costs for continued participation in the Alcohol, Tobacco, Firearms, and Explosives Task Force (ATF Task Force) program, fully offset with revenue from the United States Department of Justice, Alcohol, Tobacco, Firearms, and Explosives Agency (ATF). This renewed agreement for \$110,000 is effective upon execution by both parties through September 30, 2023.

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

AUTHORIZED SIGNATURE

RICHARD F. MARTINEZ, Director, Fin Prog Bur

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

#46

FEB 05 2019

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

☒ ACTION  
**EXECUTIVE OFFICER**

☒ RECOMMENDATION

AUDITOR-CONTROLLER

B.A. NO. 068

BY

DATE

*Lonfau*  
Nov. 14, 2018

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

*Richard F. Martinez*  
Mar 27, 2018





**U.S. Department of Justice**

**Bureau of Alcohol, Tobacco,  
Firearms and Explosives**

*Washington, DC 20226*  
*www.atf.gov*

**MEMORANDUM OF AGREEMENT**

**Between the  
Bureau of Alcohol, Tobacco, Firearms and Explosives  
and  
The County of Los Angeles by and through the Sheriff's Department  
for  
Reimbursement of Overtime Salary Costs  
associated with  
ATF TASK FORCE**

\*\*\*\*\*

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the County of Los Angeles by and through the Sheriff's Department for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the Los Angeles County Sheriff's Department in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

**I. DURATION OF THIS MEMORANDUM OF AGREEMENT**

This MOA is effective with the signatures of all parties and terminates at the close of business on September 30, 2023, subject to Section VII of the MOA.

**II. AUTHORITY**

This MOA is established pursuant to the following provisions:

1. Title 28, U.S.C., Section 524(c), the Department of Justice, Asset Forfeiture Fund, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Justice law enforcement agency.

2. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.
3. Title 31, U.S.C., Section 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Federal law enforcement agency.

If available, the funding for fiscal years 2019, 2020, 2021, 2022 and 2023 is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

**This Memorandum of Agreement (MOA) is not a funding allocation document.**

### **III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT**

This MOA establishes the procedures and responsibilities of both the Los Angeles County Sheriff's Department and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

### **IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)**

The name of this joint operation/task force: ATF TASK FORCE

### **V. CONDITIONS AND PROCEDURES**

- A. The Los Angeles County Sheriff's Department shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The Los Angeles County Sheriff's Department shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. The Los Angeles County Sheriff's Department shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The Los Angeles County Sheriff's Department shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.



- C. The Los Angeles County Sheriff's Department shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form, the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address:

ATF, ATTN: RAC/GS John Osborn, 550 N Brand Blvd., Suite 800, Glendale, CA 91203

- D. The Los Angeles County Sheriff's Department may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.
- E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the Los Angeles County Sheriff's Department and submitted to ATF field office for signature and verification of the invoice.
- F. The Los Angeles County Sheriff's Department will submit all requests for reimbursable payments, together with the appropriate documentation to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.
- (1) If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.
- (2) No waivers or extensions will be granted or honored. The Los Angeles County Sheriff's Department will submit the request for reimbursement via fax, email or mail to the following address:

ATF, ATTN: RAC/GS John Osborn, 550 N Brand Blvd., Suite 800, Glendale, CA 91203

- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the Los Angeles County Sheriff's Department for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.



- H. The Los Angeles County Sheriff's Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.
- I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.
- J. All sworn State, county and local law enforcement officers cannot exceed the fiscal year reimbursement cap, which is the equivalent of 25 percent of a GS-12, Step-1 salary. Sworn law enforcement officers in the State, county or local law enforcement agency assigned to cover when a TFO/Special Deputy or other sworn law enforcement officer, has been called away on an ATF matter, shall not be reimbursed with SLOT funds.
- K. Any Sworn State, county and local law enforcement officer receiving funding from multiple sources, such as Organized Crime Drug Enforcement Task Force (OCDETF) or High Intensity Drug Trafficking Area (HIDTA), cannot exceed the fiscal year salary cap when all funding is combined; it is the RAC/GS's responsibility to ensure that the officer does not receive double funding in excess of the fiscal year cap.
- L. The ATF supervisor will forward all approved reimbursement requests to the Division Chief, Asset Forfeiture & Seized Property Division for payment.
- M. **This document (MOA) does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

## **VI. PROGRAM AUDIT**

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The Los Angeles County Sheriff's Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as, the interview of any and all personnel involved in these transactions.

**VII. REVISIONS**

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

**VIII. NO PRIVATE RIGHT CREATED**

This is an internal Government agreement between ATF and the County of Los Angeles and is not intended to confer any right or benefit to any private person or party.

\*\*\*\*\*

\_\_\_\_\_  
Alex Villanueva  
Sheriff  
Los Angeles County Sheriff's Department

Date: \_\_\_\_\_

\_\_\_\_\_  
William McMullan  
Special Agent in Charge  
Los Angeles Field Division  
ATF

Date: \_\_\_\_\_

*for* Delma F. Johnson  
Eric M. Lippold  
Deputy Chief Financial Officer  
Office of Management  
ATF

Date: 8/14/18

Carlos A. Canino  
Carlos A. Canino  
Deputy Assistant Director (West)  
Field Operations  
ATF

Date: 8/16/18